

**THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT
AND
LEWIS COUNTY, ACTING AS THE LEAD AGENCY FOR
THE CHEHALIS RIVER BASIN FLOOD AUTHORITY**

**AMENDMENT 2
TO OFM INTERLOCAL AGREEMENT NO. K331**

AMENDMENT 2 TO THE ORIGINAL AGREEMENT

The Office of Financial Management, hereinafter referred to as "OFM", and Lewis County, acting as the Lead Agency for the Chehalis River Basin Flood Authority, hereinafter referred to as "Flood Authority", pursuant to the authority granted by Chapter 39.34 RCW, entered into an Interlocal Agreement, hereinafter referred to as "Agreement," executed by Susan E. Johnsen, on behalf of OFM, on June 13, 2008, and identified as OFM Interlocal Agreement No K331. That Agreement was amended by mutual agreement of the parties by Amendment 1 to OFM Interlocal Agreement No. K331, and executed on June 1, 2009.

The purpose of this Amendment 2 is to modify the conditions of the Amendment 1 to the OFM Interlocal Agreement related to Compensation and to revise the Budget table. The original Agreement allows changes, modifications or amendment by written agreement executed by both parties to the Agreement. Further, the Agreement provides for and allows budget changes in excess of ten percent upon written approval of both parties to the Agreement.

This Amendment 2 to the Agreement amends the Compensation section and the budget table in Amendment 1 to the OFM Interlocal Agreement No K331, with the following:

AMENDED COMPENSATION

OFM shall reimburse Lewis County, acting as the lead agency for the Flood Authority, an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) for the performance of all things necessary for, or incidental to, the work as set forth in the Agreement.

Allowable costs shall include costs incurred by the Flood Authority from the first date of the Agreement period until the Agreement is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the Agreement. Costs allowed under this Agreement are based on the following agreed and amended budget:

\$	33,000	Salaries and Wages – Lead Agency staff
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\$	10,000	Employee Benefits – Lead Agency staff
\$	4,000	Supplies
\$	40,000	Other Goods and Services directly related to Flood Authority business
\$	1,030,000	Consulting Services
\$	1,376,000	Studies
\$	7,000	Travel for Flood Authority members from member normal workplace to Flood Authority meetings
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Total: \$ 2,500,000

ALL OTHER PROVISIONS REMAIN IN EFFECT

This Amendment constitutes a renewal of the original Agreement, with such additional provisions as have been agreed upon by the parties for good and valuable consideration. All other original terms of the Agreement remain in effect.

EXECUTION

We, the undersigned, agree to the terms of the foregoing Amendment to the Agreement.

**LEWIS COUNTY, ACTING AS LEAD
AGENCY FOR THE CHEHALIS RIVER
BASIN FLOOD AUTHORITY
MANAGEMENT**

**STATE OF WASHINGTON
OFFICE OF FINANCIAL**

P.W. Schulte, Chairman
Lewis County Board of Commissioners

Susan E. Johnsen, Contract Services
Manager

Date

Date